

**INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
ACCESS ONE COMMUNICATIONS, INC.**

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Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. SCOPE OF ATTACHMENT

1.1 Right to occupy. BellSouth hereby grants to Access One a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size and dimension which is specified by Access One and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use, hereinafter, "Common Area". BellSouth will prorate the costs for such common area construction pursuant to Section 4.7 following.

1.2 Use of space. Access One shall use the Collocation Space for the purposes of installing, maintaining and operating Access One's equipment (to include testing and monitoring equipment) which is used to interconnect with BellSouth services and facilities for the provision of telecommunications services. Pursuant to Article 3 following, Access One may at its option, place Access One-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Access One may connect to other interconnectors within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by Access One. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. Access One may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

1.4 Rates and charges. Access One agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Availability of Space. BellSouth will permit Access One to physically collocate, pursuant to the terms of this Attachment 4, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or due to technical infeasibility. Such determinations shall be subject to the following condition: after notifying Access One that BellSouth has no available space in a particular Premises, BellSouth must timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth will maintain a waiting list of customers on a first come, first served basis. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. BellSouth will post a Carrier Notification letter on BellSouth's Interconnection website as a general notice that space in a Premises has become available. Upon request BellSouth will advise Access One as to its position on the list. Notwithstanding the foregoing, should any state regulatory agency impose a different procedure regarding the assignment of space in a

12/14/98

central office where space has been previously unavailable, that procedure shall supersede the requirements set forth herein.

2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the day Access One's equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify Access One in writing that the Collocation Space is ready for occupancy. Access One must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. Access One must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If Access One fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event Access One's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Access One with respect to said Collocation Space. Termination of Access One's rights to the Collocation Space pursuant to this paragraph shall not operate to release Access One from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, Access One's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

2.3 Termination. Access One may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, Access One at its expense shall remove its equipment and other property from the Collocation Space. Access One shall have thirty (30) days from the termination date to complete such removal; provided, however, that Access One shall continue payment of monthly fees to BellSouth until such date as Access One has fully vacated the Collocation Space. Should Access One fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Access One at Access One's expense and with no liability for damage or injury to Access One's property unless caused by the gross negligence or intentional misconduct of BellSouth.

3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the

same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

3.1.1 Such equipment must at a minimum comply with the BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements and National Electric Code standards.

3.1.2 Access One shall not use the Collocation Space for marketing purposes. Access One shall place no signs or marking of any kind (except for a plaque or other identification affixed to Access One's equipment and reasonably necessary to identify Access One's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Premises housing the Collocation Space.

3.2 Entrance Facilities. Access One may elect to place Access One-owned or Access One-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Access One will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. Access One will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the Access One's equipment in the Collocation Space. Access One must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Access One is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide Access One with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Access One's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

3.2.2 Shared Use. Access One may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another Access One collocation arrangement within the same BellSouth Premises.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should Access One request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for

a splice is granted to Access One by BellSouth, Access One shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between Access One's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Access One may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. Access One or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 Access One's Equipment and Facilities. Access One is solely responsible for the layout, design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Access One in the Collocation Space. Without limitation of the foregoing provisions, Access One will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Access One when access to the Collocation Space is required. Access One may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Access One will not bear any of the expense associated with this work.

3.7 Access and Administration. Access One shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Access One agrees to provide the name and social security number of any employee, contractor, or agents provided with access keys (e.g. keys or access cards) prior to the issuance of said access keys. Access One agrees to be responsible for the return of all said keys in the possession of Access One employees, contractor, or agents after termination of the employment relationship or contractual obligation with Access One. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require Access One to traverse restricted areas. BellSouth

shall use its best efforts to provide ingress and egress to the Collocation Space, where physically and economically feasible to BellSouth, that will not require Access One to traverse restricted areas of the Central Office. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign Access One's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Access One's operation and employees, agents and contractors shall conform to current OSHA regulations and all other governmental rules, ordinances, and statutes pertaining to operations within a commercial environment. Access One's employees, agents and contractors are responsible for being aware of the fire prevention and evacuation procedures in each Collocation Space. BellSouth shall identify the location of such procedures during the walkthrough conducted pursuant to section 4.3.3, herein. Access One acknowledges that the Collocation Space is contained within a secure, limited access location and as such shall cause its employees, agents and contractors to conduct themselves as to maintain the security of the location. Such conduct shall include, but not be limited to requiring all Access One employees, agents, or contractors to display an identification badge issued by Access One or a Certified Vendor which contains a current photo, the individual's name and company name/logo, guarding against and taking necessary steps to prevent unauthorized access, e.g. exterior openings such as doors and windows or interior security openings shall not be left open or unattended, preventing unauthorized visitors of Access One employees, agents or contractors from entering the premises. Access One agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, Access One shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Access One except for ordinary wear and tear.

3.8 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Access One violate the provisions of this paragraph, BellSouth shall give written notice to Access One, which notice shall direct Access One to cure the violation within forty-eight (48) hours of Access One's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Access One fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Access One's equipment. BellSouth will endeavor, but is not required, to provide notice to Access One prior to taking such action and shall have no

liability to Access One for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, Access One may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Access One in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Access One at any time. Any damage caused to the Collocation Space by Access One's employees, agents or representatives during the removal of such property shall be promptly repaired by Access One at its expense.

3.10 Alterations. In no case shall Access One or any person acting on behalf of Access One make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Access One.

3.11 Janitorial Service. Access One shall be responsible for the general upkeep and cleaning of the Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 Application for Space. Access One shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Access One's Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response. BellSouth will respond within thirty (30) business days of receipt of a complete application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: Within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount

of space less than that requested by Access One or differently configured, Access One must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

4.2 Bona Fide Firm Order. Access One shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Access One to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is substantially and materially identical to the initial Application/Inquiry document and is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Access One's Application/Inquiry. If Access One makes significant changes from the Application/Inquiry to space, power, or wiring requirements or changes in the amount or type of equipment to be placed, BellSouth will be required to re-evaluate and re-respond to the request. In the event BellSouth is required to re-evaluate and re-respond to the request, BellSouth's provisioning interval will not start until the re-evaluation and response is complete and the Bona Fide Firm Order is accepted by BellSouth.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of Access One's Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a Firm Order Confirmation containing the firm order date.

4.2.2 BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit.

4.2.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

4.3 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or

upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting or other method of joint planning between BellSouth and Access One will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by Access One on its Bona Fide Firm Order. In the event Access One materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to Access One during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate Access One's application as a result of changes requested by Access One to Access One's original application, then BellSouth will charge Access One a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Access One to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

4.3.3 Acceptance Walk Through. Access One and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Access One. BellSouth will correct any deviations to Access One's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

4.4 Use of Certified Vendor. Access One shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide Access One with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing Access One's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Access One upon successful completion of installation. The Certified Vendor shall bill Access One directly for all work performed for Access One pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Access One or any vendor proposed by Access One.

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Access One shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Access One's Collocation Space. Upon request, BellSouth will

provide Access One with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Access One. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

4.6 Basic Telephone Service. Upon request of Access One, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.7 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. Access One's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Access One divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse Access One in an amount equal to Access One reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Although enclosures are not required, upon request of Access One, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. Access One may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. Access One may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Such contractor shall directly bill Access One for activities associated with the space enclosure construction. Access One must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Access One's locked enclosure prior to notifying Access One.

4.9 Unenclosed Space. At Access One's option, an unenclosed space may be requested instead of an equipment arrangement enclosure as described above. Unenclosed arrangements will be located in the area designated for physical collocation within the BellSouth Common Area. A collocator may designate a specific amount of unenclosed space, given that such designation is adequate to accommodate the requested equipment installation per industry standards. Alternatively, if a square footage amount is not designated, aisle space for wiring and maintenance will be designated to the collocator based on a factor as described in Article 5.6 following. There is no minimum square footage requirement for unenclosed collocation space, permitting the collocator to use space in increments less than 100 square feet.

4.10 Virtual Collocation Transition. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Access One may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. To the extent physical collocation space has become available within 180 days of Access One's submission of a Bona Fide Firm Order for virtual collocation, Access One will receive a credit for any nonrecurring charges previously paid for such virtual collocation arrangement. Access One must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

4.11 Cancellation. If Access One cancels its order for the Collocation Space(s), Access One will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Access One would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

4.12 Licenses. Access One, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, Access One shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following Access One's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when Access One requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee, as applicable, will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation

to establish these costs separately from Access One's pro-rated share of renovation or upgrade costs.

5.5 Subsequent Application Fee. BellSouth requires the submission of additional documentation when Access One desires to modify the use of the Collocation Space. Access One shall complete an application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications, if any, to the premises are required to accommodate the change requested by Access One in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by Access One for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, and shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3850.00.

5.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Access One's equipment. When the Collocation Space is enclosed by walls or other divider, Access One shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Access One shall pay floor space charges based upon the number of square feet contained in a shadow print of Access One's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents Access One's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Access One first occupies the Collocation Space, whichever is sooner.

5.7 Power. (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Access One's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Access One's certified vendor. Access One's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of Access One's request to collocate in that central office ("Power Plant Construction"), Access One shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify Access One of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if

BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. Access One shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Access One shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Access One has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement Access One shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.8 Security Escort. A security escort will be required whenever Access One or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Access One will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

6. INSURANCE

6.1 Access One shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this agreement and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2 Access One shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

6.2.3 Access One may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

6.3 The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Access One to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4 All policies purchased by Access One shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all Access One's property has been removed from BellSouth's Central Office, whichever period is longer. If Access One fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Access One.

6.5 Access One shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Access One shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Access One's insurance company. Access One shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

6.6 Access One must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

7. MECHANICS LIENS

7.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or Access One), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at

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its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

8. INSPECTIONS

8.1 BellSouth shall conduct an inspection of Access One's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Access One's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Access One adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Access One with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

9. SECURITY.

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of Access One will be permitted in the BellSouth Central Office. Access One shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

10. DESTRUCTION OF COLLOCATION SPACE.

10.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Access One's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Access One's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Access One, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Access One may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Access One's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Access One. Where allowed and where practical, Access One may erect a temporary

facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Access One shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Access One's permitted use, until such Collocation Space is fully repaired and restored and Access One's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

11. EMINENT DOMAIN

11.1 If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and Access One shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

12. NONEXCLUSIVITY

12.1 Access One understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

13. NOTICES

13.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by Access One or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

ATTN: _____

To Access One:

ATTN: _____

13.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

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**EXHIBIT A: BELLSOUTH/Access One RATES - GEORGIA
PHYSICAL COLLOCATION**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
Application Fee	Per Request	NA	\$3,850.00
Subsequent Application Fee (Note 1)	Per Request	NA	Not to Exceed \$1600.00
Space Preparation Fee (Note 2)	Per square foot	NA	\$100.00
Space Construction (Note 3)	Per square foot	NA	\$45.00
Floor Space Zone A	Per square foot	\$7.50	NA
Zone B	Per square foot	\$6.75	NA
Cable Installation	Per Cable	NA	\$2,750.00
Cable Support Structure	Per entrance cable	\$13.35	NA
Power	Per Amp	\$5.00	NA
Cross Connects			First / Additional
2-wire		\$.30	\$12.60/\$12.60
4-wire		\$.50	\$12.60/\$12.60
DS-1		\$8.00	\$155.00/\$27.00
DS-3		\$72.00	\$155.00/\$27.00
2-fiber		\$10.29	\$73.00/\$52.00
4-fiber		\$18.50	\$88.00/\$67.00
Security Escort			
Regular Time	Per 1/2 hour	NA	\$41.00/\$25.00
Overtime	Additional	NA	\$48.00/\$30.00
Premium Time	Half-hour	NA	\$55.00/\$35.00
Additional Engineering Fee (Note 4)	Per request, First half hour/Add'l Half hour		First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00
Additional Security Access Cards (Note 5)	Per Card	NA	\$10.00

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**EXHIBIT A: BELLSOUTH/Access One RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)**

Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
POT Bay			
2 Wire Cross-Connect		\$0.40	NA
4 Wire Cross-Connect		\$1.20	NA
DS1 Cross-Connect		\$1.20	NA
DS3 Cross-Connect		\$8.00	NA
2 Fiber Cross-Connect		\$25.53	NA
4 Fiber Cross-Connect		\$34.43	NA
Direct Connection (Note 6) Fiber/Copper or Coaxial Arrangement	Per cable, per linear foot	\$0.06/\$0.03	NA
-with Initial Application Fiber/Copper or Coaxial	Per arrangement	NA	NA
- with Subsequent to Application Fiber/Copper or Coaxial	Per arrangement	NA	\$246.00/\$246.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, Access One will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Access One opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Access One as prescribed in Article 5 of the Collocation Agreement.
- (3) **Space Enclosure Construction Fee:** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. Access One may, at its option, arrange with a BellSouth certified

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contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Access One for the space enclosure, and this fee shall not be applicable.

- (4) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling Access One-requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, Access One agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.
- (5) **Additional Security Access Cards:** Where Security Access card systems are utilized, two Security Access Cards will be provided initially to Access One upon occupancy of collocation space.
- (6) **Direct Connection.** As stated in Article 1.2 of the Collocation Agreement, Access One may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.

PRELIMINARY



Collocation Handbook

Version 7.1.2

12-3-98

Effective: January 2, 1999

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PRELIMINARY

SECTION 1

Preface

This handbook describes BellSouth's Collocation offerings, providing general information regarding the terms and conditions, ordering process, provisioning and maintenance of BellSouth's Collocation Offerings. If a CLEC orders collocation service pursuant to BellSouth's Statement of Generally Available Terms and Conditions (SGAT), the terms and conditions provided herein become a legally binding agreement. However, to the extent that the CLEC enters into a separate agreement with BellSouth for physical collocation, the terms and conditions of that agreement will apply. The terms and conditions for BellSouth's Virtual Collocation offering are described in BellSouth's FCC #1 Tariff, section 20 or BellSouth's Florida Access Tariff (E20).

Introduction

BellSouth offers Virtual Expanded Interconnection Service, or Virtual Collocation, as a tariffed service offering and Physical Collocation as a contract service offering. BellSouth will negotiate Physical Collocation on an individual contract basis. Both Virtual and Physical collocation will be made available on a first come, first served basis, depending on space availability for interconnection to unbundled network elements, and retail service offerings necessary for use by telecommunications service providers in providing telecommunications services. You will find a list of contacts included for your convenience to obtain more information on interconnecting services to BellSouth's collocation offerings.

PRELIMINARY

SECTION 2

Service Descriptions

Virtual Expanded Interconnection Service (VEIS)

VEIS, or Virtual Collocation, is a tariffed service offering which provides for the placement of collocator-owned transmission equipment and facilities in BellSouth Central Offices for the interconnection to the BellSouth network. Collocation arrangements may interconnect to designated BellSouth tariffed services, local interconnection trunks and/or unbundled network elements.

With VEIS, the collocator places fiber optic cable from outside the central office to an interconnection point designated by BellSouth, (e.g. a serving manhole). The entrance facility is pulled into the central office cable vault by BellSouth, spliced into pre-terminated, fire-retardant riser cable and connected to the collocated equipment. Multiple entrance facility points will be made available where such entrances exist and capacity is available. The collocator must directly contract with its selected BellSouth Certified vendor for engineering and installation of the collocation equipment arrangement.

To ensure the compatibility of the facilities and equipment used to provision Virtual Collocation, collocated equipment and cabling facilities will be provided by the collocator. This includes, but is not limited to terminal transmission equipment and associated plug-ins/line cards, software, test equipment, the pre-terminated, fire-retardant riser cable, cabling from the equipment arrangement to the BellSouth cross-connect point, cabling from the arrangement to the BellSouth-provided power source, and any unique tools required to provision, maintain or repair the arrangement.

BellSouth will lease the collocator's entrance fiber, cabling and equipment arrangement for the nominal fee of one dollar. For this reason, VEIS equipment arrangements are most commonly located in the BellSouth equipment line-up. Performance monitoring and alarming of the collocated equipment is the responsibility of the collocator and must be performed remotely. BellSouth will perform all maintenance and repair on VEIS equipment once the collocator requests such work. For additional information regarding BellSouth's Virtual Expanded Interconnection Service, please reference Section 20 of BellSouth's FCC #1 tariff or section 20 of BellSouth's Florida Dedicated Access Tariff.

Service Descriptions (cont.)

Physical Collocation

Physical Collocation is a negotiated contract arrangement for the placement of collocator-owned facilities and equipment in BellSouth Central Offices. Physical Collocation is available as either **Expanded Interconnection Service (EIS)** or **Service Interconnection (SI)**. Expanded Interconnection Service includes placement of equipment connected to private fiber entrance facilities and cross-connected to BellSouth's network. Service Interconnection provides for the placement of collocator equipment, interconnected to BellSouth network, without the use of private fiber entrance facilities.

Unlike VEIS, Physical Collocation arrangements will be placed in floor space separated from BST equipment. Where space permits, BellSouth will construct a common area for all collocators, including separate ingress/egress where feasible. The cost of such construction will be shared by all collocators at that location on a pro-rated basis. Within the collocation common area, collocation arrangements will be individually placed in either enclosed or non-enclosed space. Physical Collocation arrangements do not require an enclosure. However, the collocator may opt to purchase an arrangement enclosure. Collocation arrangement enclosures may be purchased from BellSouth for an additional fee. A collocator may alternatively opt to arrange directly with a BellSouth certified contractor for the construction of the enclosure following BellSouth specifications. Under certain conditions, the collocator may be permitted to construct power plant facilities. Power equipment installed by the collocator must be enclosed within fire rated walls, which must be constructed to BellSouth and local building code specifications.

Equipment ownership, maintenance and insurance are the full responsibility of the collocator or their approved agent. The equipment compliment may include transmission equipment, terminating equipment, switching equipment, power and battery equipment (under special conditions only), PCs and test access modems. A Point of Termination Bay (POT Bay) serves as the demarcation point between the collocator's equipment arrangement and BellSouth's network. All equipment placed as part of a collocation arrangement must be installed by a BellSouth Certified Vendor and must meet Bellcore/NEBS standards. The collocator must contract directly with its selected certified vendor for the engineering and installation of the collocated equipment. Collocators interested in becoming a certified vendor may contact BellSouth to obtain vendor certification process information.

SECTION 3

General Terms and Conditions

3.1 Contract Negotiations

For Physical Collocation, an agreement must be negotiated between the collocator and BellSouth. This agreement may be a separately negotiated collocation agreement or the adoption of BellSouth's SGAT. To initiate the negotiation process, the collocator submits a Request for Negotiations letter to BellSouth. A sample request letter is included in this Handbook. Contract negotiations may take place concurrently with the Application Inquiry phase described below. **However, an agreement must be executed with BellSouth before the collocator may proceed with a Bona Fide Firm Order for Physical Collocation.**

3.2 Assignment of space

BellSouth assigns space for collocation based on space availability on a first come, first served basis. For Virtual Collocation, space is assigned within the BellSouth equipment line-up based on the rack requirements for the equipment installation. Physical Collocation space is assigned based the customer's request, where space permits, with the physical collocation equipment arrangements placed in floor space separated from BellSouth equipment.

If BellSouth determines there is insufficient space within a BellSouth location to accommodate Physical Collocation, BellSouth will refund the Physical Collocation Application Fee. The collocator may request Virtual Collocation, in lieu of Physical Collocation, at the same premises by submitting a Virtual Collocation BSTEI form with the appropriate Application Fee. BellSouth will notify the commission in writing when it determines there is insufficient space available at a certain location and will provide with its notification the necessary documentation to establish the unavailability of space.

3.3 Application Process

The application process for collocation is a two-phase process consisting of the Application Inquiry phase and the Bona Fide Firm Order phase. Both phases use BellSouth Expanded Interconnection forms (BSTEI forms).

For the Application Inquiry phase, a collocator must submit a complete BSTEI-1 Application Inquiry document for review and planning by BellSouth equipment engineers, space planners and facility planners. Based on the space and infrastructure analysis from these sources, BellSouth will respond to the Application Inquiry in writing. BellSouth will respond to up to five (5) Virtual Collocation Application Inquiries within 20 business days from receipt of a complete BSTEI-1 and up to five (5) Physical Collocation Application Inquiries within 30 business days of a complete BSTEI-1. Response intervals for more than five (5) applications submitted by a single customer within a 15 business day window must be negotiated based on the priority established by the requesting customer. A proposed equipment layout and an application fee must accompany each Application Inquiry as indication of a bona fide request.

General Terms and Conditions (cont.)

3.3 Application Process (cont.)

Requesting collocators will have 30 days to review BellSouth's written response to the Application Inquiry and submit a complete and accurate Firm Order for each location for which the collocator wishes to proceed. A detailed equipment drawing must accompany the Firm Order request along the pre-payment of applicable fees in order for the request to be Bona Fide.

The Firm Order may be submitted on the same BSTEI form used during the Application Inquiry phase, provided all necessary revisions are clearly marked to indicate the applicant's finalized plans. Major material changes to the request may require re-analysis of the space and infrastructure requirements, and therefore a re-completion of the Inquiry and Application response phase. Once the Firm Order is placed, the collocator may negotiate with a BellSouth Certified Vendor for their equipment placement. Collocator equipment placement may not begin until BellSouth's space and infrastructure work is complete. This date is identified as the **Space and Infrastructure Complete Date**. BellSouth may, at its sole discretion, agree to an equipment installation date prior to the completion of its infrastructure work, provided the area is properly secured. For these exceptions, BellSouth will report this date as the **Space Available for Occupancy Date**. In such cases, the collocator must sign a liability waiver before such work may begin.

As stated above, requesting collocators may begin the Application Inquiry process prior to the execution of Physical Collocation agreement with BellSouth. However, the agreement must be executed prior to proceeding to the Firm Order phase. A collocator may contact their BellSouth Interconnection Services Account Team contact noted in Section 4 of this Handbook for copies of BellSouth's Request for Negotiations, BSTEI forms and BSTEI line by line instructions. Forms and instructions will be available on BellSouth's website by the end of the 1st quarter of 1999 at the following web address: www.interconnection.bellsouth.com.

3.4 Establishment of a Firm Order Date

BellSouth will establish a Firm Order Date, per request, based upon the date BellSouth is in receipt of a complete and accurate Firm Order. BellSouth will acknowledge the receipt of the Bona Fide Firm Order within fifteen days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or is not accurate and complete. If the Firm Order is accurate and complete, the acknowledgment will be a **Firm Order Confirmation** which will indicate the Firm Order Date. If the Firm Order is not accurate and complete, BellSouth will acknowledge receipt of the BSTEI form with a letter detailing the necessary information needed to cause the order to be accurate and complete. BellSouth will not proceed with space or infrastructure provisioning until all information required for an accurate and complete firm order is received in writing from the requesting collocator.

General Terms and Conditions (cont.)

3.5 Provisioning Intervals

3.5.1 Physical Collocation

Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete Physical Collocation space when construction is under ordinary conditions within 120 calendar days of receipt of complete and accurate Bona Fide Firm Order, except where otherwise specified (e.g. negotiated contract terms or PSC decision). Ordinary conditions are defined as space available with only minor changes to network or building infrastructure. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will complete construction of collocation space under extraordinary conditions within 180 calendar days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; multiple orders in excess of five (5) from one customer per area/state; mainframe addition; environmental hazard or hazardous materials abatement.

3.5.2 Virtual Collocation

Utilizing the definitions described above, BellSouth will complete its work for Virtual Collocation under ordinary conditions within 90 calendar days and under extraordinary conditions within 120 calendar days. Although not generally required for Virtual Collocation preparation activities, the time interval required to secure any governmental licenses and permits will be excluded from BellSouth's Virtual Collocation Provisioning interval.

3.6 Enclosure Options

3.6.1 Arrangement Enclosure

At the Physical Collocator's option, BellSouth will construct an arrangement enclosure. Enclosures are available as a 100 square foot minimum with 50 square foot increments thereafter, based on space availability within the area designated for physical collocation. A collocator requesting more than a 100 square foot enclosure will be offered contiguous space where available. Where contiguous space is unavailable, the collocator may elect the construction of two separate enclosures and may interconnect its arrangements via direction connection or through the purchase of BellSouth cross-connects. The date BellSouth completes its enclosure construction work will be the **Enclosure Construction Complete Date**. The collocator is responsible for securing its enclosure and must provide BellSouth's building or central office manager a key or card access to the enclosure prior to commencement.

Except where otherwise required by local governing ordinances or regulatory requirements, BellSouth's standard enclosure will typically consist of 8' gypsum wall board construction mounted to a floor track enabling a 6" gap at floor level for air circulation. The door will be a 3-0 x 7-0 x 1 3/4 flush hollow core 20 gage steel door, closed top and bottom, with 18 gage knock down hollow metal frame. Collocation customers in Georgia and Florida will have the option to select a steel cage enclosure in lieu of the gypsum wall enclosure. One four foot twin

General Terms and Conditions (cont.)

3.6 Enclosure Options (cont.)

3.6.1 Arrangement Enclosure (cont.)

tube fluorescent light fixture per 100 square feet will be provided. Additional lighting should be provided by the collocator via rack-mounted lighting fixtures. One duplex convenience outlet will be provided for every 25 square feet of floor space. In the event the collocator requests BellSouth to provide additional items, such as lighting, an additional charge will apply. The collocator may contract directly with a BellSouth Certified contractor for construction of the enclosure following BellSouth's detailed enclosure specifications.

3.6.2 Non-enclosed Space

At the CLEC's option, a non-enclosed space may be requested instead of an equipment arrangement enclosure as described above. Non-enclosed arrangements will be located in the area designated for physical collocation within the BellSouth premises, commonly called the "common area". A collocator may designate a specific amount of non-enclosed space, given that such designation is adequate to accommodate the requested equipment installation per industry standards. Alternatively, if a square footage amount is not designated, aisle space for wiring and maintenance will be designated to the collocator based on a factor as described in section 4.2.3 following. There is no minimum square footage requirement for non-enclosed collocation space, permitting the collocator to use space in increments less than 100 square feet.

3.7 Entrance Facilities

Requesting collocators may place collocator-owned fiber entrance facilities into the collocation space. BellSouth will designate the point of interconnection in proximity to the premise housing the collocation space, such as an entrance manhole or cable vault. When a private entrance facility is used, the collocator must provide and place a sufficient length of fiber cable at the point of interconnection to be pulled through to a splice location, where the entrance fiber will be spliced to collocator-provided fire retardant riser cable. Alternatively, requesting carriers may splice a new fire-retardant riser into the spare capacity of an existing fiber entrance facility. Collocators are not permitted unrestricted access to BellSouth's serving manhole(s) and must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Dual entrance into the collocation space will be permitted where capacity exists. The provision of dual entrance does not guarantee fiber route diversity to serve the collocation arrangement. BellSouth will evaluate its ability to provide for entrance facilities associated with microwave antennae on an individual case basis.

General Terms and Conditions (cont.)

3.8 Equipment Installation

The collocator must select an equipment installation vendor who has achieved BellSouth Certified/Authorized Vendor status to perform all engineering and installation work associated with the equipment collocation arrangement. This ensures BellSouth's standards for safety and quality are met. The Certified Vendor is responsible for installing the collocation equipment and components, running power feed(s) to the BellSouth Bus Distribution Fuse Bay (BDFB), performing operational tests after the equipment installation is completed, and notifying the local BellSouth Central Office foreman and the Collocator upon successful completion of the installation and acceptance testing. Arrangements must be made such that the Collocator is billed directly by the Certified Vendor for activities associated with the arrangement installation. The collocator and its vendor must comply with USTA environmental and safety guidelines for installation and operation of the collocation arrangement.

Once acceptance testing is complete, the collocator must notify BellSouth in writing that their equipment is installed, tested and ready for service provisioning. This date is the Installation Complete Date. Without this notification from the collocator, BellSouth may not accept requests to connect service to the collocation arrangement. For Virtual Collocation only, the Certified Vendor must supply BellSouth a complete and accurate list of all equipment and facilities installed as part of the arrangement for insurance purposes. This list will become a bona fide attachment to the equipment lease. The lists of certified vendors effective as of the issue date of this Handbook are contained in Section 5. For the most current list, a collocator may contact their BellSouth Interconnection Services Account Team contact noted in Section 4.

3.9 Occupancy of Space

The collocator must complete the collocation equipment installation within 180 days from the Complete Space Ready Date or forfeit the right to use the space. BellSouth may, at its discretion, extend the 180 day interval when best efforts have been demonstrated by the collocator in attempting to complete installation work within the 180 days.

3.10 Commencement Date

The Commencement Date of an arrangement depends upon the Installation Complete Date and the notification of such date to BellSouth. Upon completion of the collocation equipment installation, the collocator and the collocator's vendor must jointly agree the collocator's equipment is operational and connected to BellSouth's network. This date will be the **Installation Complete Date**. The collocator must notify BellSouth of the Installation Complete Date in writing.

For Physical Collocation, the Commencement Date will be the Installation Complete Date. For Virtual Collocation, BellSouth will prepare the Equipment Lease agreement upon receipt of notification of the Installation Complete Date and the complete and accurate "as installed"

General Terms and Conditions (cont.)

3.10 Commencement Date (cont.)

equipment and facilities list. The Virtual Collocation Commencement Date will be the date the Lease is executed.

3.11 Alarm, Monitoring and Maintenance

The collocator is responsible for the placement and remote monitoring of equipment alarms, environmental alarms, and/or power alarms. BellSouth will place environmental alarms in collocation areas for its own use and protection. Upon request, BellSouth will provide remote monitoring circuits to the collocator at the tariff rate for the service requested. For Physical Collocation, the collocator or its agent is responsible for the maintenance and repair of the collocated equipment and facilities. For Virtual Collocation, BellSouth assumes the maintenance responsibility for the collocated equipment at the initiation and direction of the collocator.

3.12 Ordering Interconnected Service

Virtual Collocators may interconnect to BellSouth's network at the DS3, DS1, 2-wire and 4-wire DS0 cross-connect levels. (A DS0 equivalent is available in Florida only.) Interconnection to Physical Collocation is available at the 2-wire or 4-wire, DS1, DS3 or Fiber Optic interface levels on a negotiated basis only. Please ask your BellSouth contact for specific information.

Services to be interconnected to a collocation arrangement must be submitted on Access Service Request (ASR) forms or Local Service Request (LSR) forms using industry standards and code sets for accurate and complete requests. For information regarding the ASR ordering process and field definitions, please reference the Access Service Ordering Guide, Bellcore's Special Reports SR STS-471001 and 471004. For information regarding the LSR ordering process and field definitions, please reference BellSouth's Local Interconnection and Facility Based Ordering Guide.

3.13 Assignment of Facilities

BellSouth assigns and pre-wires interconnection facilities from within its network to the collocation demarcation point. These facilities will be named as TIE cables or cable and pair. For Physical Collocation, the Point of Termination bay (POT bay) serves as the demarcation point between the collocator's arrangement and BellSouth's network. Physical Collocation interconnection facilities are built between the BellSouth frame, DSX or LGX and the POT bay. For Virtual Collocation, BellSouth's frame, DSX or LGX serves as the demarcation point. The interconnection facilities for Virtual Collocation will be built directly between the BellSouth frame, DSX or LGX and the collocator's equipment.

BellSouth provides the facility interconnection information on the Design Layout Record (DLR) for DS1 and DS3 interconnection and on the Cable and Pair Assignment Matrix for 2-wire and

General Terms and Conditions (cont.)

3.13 Assignment of Facilities (cont.)

4-wire (DS0) interconnection. The customer must specify interconnection facility information as a Circuit Facility Assignment (CFA) or cable and pair/channel assignment, respectively, on the Access Service Request or Local Service Request when ordering cross-connects to unbundled network elements or tariffed services.

3.14 Combining UNEs via Collocation

When a collocator orders unbundled network elements (UNEs) in order to recombine them within the collocation space, the facility designation described in the previous section must be used to facilitate this combination. An example of how a collocator might combine individual unbundled network elements is the combination of an unbundled loop and an unbundled switch port.

BellSouth will wire each UNE to the cable and pair or TIE pair designated by the collocator on the UNE order. Both the loop and the switch port are terminated on the Main Distributing Frame within the BellSouth central office. Upon request of the collocator, BellSouth will wire the loop to the cable and pair facility designation indicated on the unbundled loop order. BellSouth will also wire the unbundled switch port to the cable and pair facility designation indicated on the unbundled switch port order.

For Physical Collocation, BellSouth's wiring of the UNEs to the cable and pair interconnection facilities designated by the collocator correlates to a pre-designated position(s) on the POT bay (POI). The collocator may complete the combination via connections within their collocated equipment either manually or electronically.

To facilitate combinations in Virtual Collocation, the collocator may employ one of several options which may include, but not be limited to: pre-wired terminations on their transmission equipment, electronic digital cross-connects or other means of performing cross-connects remotely, or connections on a per request basis. An example of using pre-wired terminations might include the collocator arranging the pre-wiring of "position 100" to "position 200", "position 101" to "position 201" and etc. Should the collocator wish to combine two elements, such as combining an unbundled loop with an unbundled switch port, the collocator would specify the BellSouth cable and pair assignment correlating to slot 100 on the unbundled loop order and would specify the BellSouth cable and pair assignment correlating to slot 200 for the unbundled switch port. With slot 100 and slot 200 being pre-connected by the Certified Vendor, the elements are automatically combined once BellSouth completes its connection of each of the elements to the designated interconnection facility cable and pair assignments.

General Terms and Conditions (cont.)

3.15 Access to BellSouth Central Offices

BellSouth employees, BellSouth certified vendors, Collocator employees and their authorized agents are permitted in BellSouth Central Office collocation sites. Access to Virtual Collocation is permitted for BellSouth employees and Certified Vendors. Virtual Collocators are permitted to view the completed installation for inspection only as referenced in the preceding paragraphs.

Access to Physical Collocation is permitted for Collocator employees and their authorized agents, BellSouth certified vendors, and BellSouth employees. All physical collocators are required to provide their employees and authorized agents a picture identification. This identification must have the employee name and company name clearly printed and must be visible at all times while the individual is inside a BellSouth facility. Agents working on behalf of a collocator should be able to authenticate their relationship to the collocator upon request. Manned offices will afford 24 hour, 7 day per week access, but may require a security escort to the collocation area depending on building configuration. Unmanned offices may require prior arrangement for the dispatch of a BellSouth employee or security escort for building access. Security escort will be required any time a collocator or their agent must traverse a restricted area within the BellSouth premise.

3.16 Conversion of VEIS to Physical Collocation

Collocators who have existing VEIS arrangements may convert these arrangements to Physical Collocation provided the terms and conditions for Physical Collocation are met. The collocator will be responsible for the issuance of service order requests and the payment of fees associated with Physical Collocation, rearrangement of existing services and vendor costs for the relocation/removal of equipment.

3.17 Inspections

BellSouth will conduct an inspection of the collocator's equipment and facilities between the time of the initial turn-over of the space and the activation of cross-connect elements. Subsequent inspections may occur with equipment additions or on a predetermined interval basis. For such inspections, BellSouth will provide a minimum of 48 hours advance notification. BellSouth reserves the right to conduct inspections without prior notification to ensure compliance to the terms and conditions of the tariff or agreement. Collocator personnel have the right to be present for inspections.

A collocator may inspect their Virtual Collocation arrangement upon completion of the arrangement installation. A security escort is required for these inspections. Additional inspections must be coordinated with BellSouth and also require a security escort. Only collocators or their Certified Vendors are permitted for such inspections. Collocators may not use their inspection privilege to work on, test, or modify their virtual equipment installation. Equipment installation, upgrades or testing must be performed by a Certified Vendor following BellSouth's receipt of a written application requesting such work.

General Terms and Conditions (cont.)

3.18 Liability

The collocator is responsible and accountable for the actions of their employees and their agents. The collocator will be required to pay damages to BST for damage to BST property, equipment or facilities as a result of the actions or behaviors of either the collocator employees or their agents.

3.19 Insurance

For Physical Collocation, BellSouth requires the following coverage: (1) \$10 million in commercial general liability insurance or a combination of commercial general liability and excess umbrella coverage totaling \$10 million; (2) workers compensation coverage/employers liability coverage with limits not less than \$100,000 each accident; (3) \$100,00 each employee by disease, \$500,000 policy limit by disease. BellSouth will review requests for self insurance on a case by case basis.

Insurance coverage for Physical Collocation must be in effect on or before the date work commences or equipment is delivered, whichever is sooner, and must remain in effect until departure of all collocator personnel and property from the central office. Insurance for Virtual Collocation is the responsibility of BellSouth per the arrangement lease agreement. Virtual Collocator's should submit annually to BellSouth an updated list of facilities and equipment contained in their Virtual Collocation arrangement to assist BellSouth in ensuring adequate insurance coverage is in place should a disaster occur.

3.20 Subsequent Activity

Should a collocator require subsequent activity to its collocation space, the collocator must submit an Application form to BellSouth to evaluate the impact on support mechanisms or space. Subsequent activity may include, but not be limited to: additional equipment placement, additional square footage build-out, additional cross-connects, equipment rearrangement or equipment exchange.

3.21 Recovery of Extraneous Expenses

Should BellSouth discover, upon beginning construction for physical collocation space, that unexpected major renovation or upgrade will be required in order to facilitate physical collocation, BST will share the costs of these expenses among collocators based on the number of square footage being requested. Major renovation may include, but not be limited to: ground plane addition, asbestos abatement, mechanical upgrade, major HVAC upgrade, separate egress, ADA compliance.

General Terms and Conditions (cont.)

3.22 Cancellation of a Request In Progress

If a collocator cancels an in-progress request, the collocator will be responsible for reimbursing BellSouth for expenses incurred to date. If the collocator has prepaid all or a portion of the non-recurring fees, BellSouth will refund the amount not expended as of the date of the cancellation.

3.23 Disconnection/Relocation of an In-Service Arrangement

When a collocation arrangement is disconnected or relocated, the collocator must contract directly with its selected BellSouth Certified Vendor to remove/relocate all equipment and facilities associated with the decommissioned arrangement at the expense of the collocator.

3.24 Special Reports

BellSouth will negotiate with requesting parties for the development of administrative reports, based on the availability of the data being requested. A fee structure will be based on the complexity of the request and resources required to produce the report(s).

PRELIMINARY

SECTION 4

Rate Components

4.1 Virtual Collocation

The rate element components of Virtual Collocation are contained in BellSouth's FCC #1 tariff, Section 20 and in the Florida Dedicated Services tariff, Section 20. Please refer to these references for the application of charges for Virtual Collocation.

4.2 Physical Collocation

Physical Collocation offers a menu-style ordering provision so you may select only the items required for your individual arrangement(s). Some components are required for all physical collocation arrangements as indicated by an (R) designation next to the item in the descriptions following.

4.2.1 Application Fee (R)

The application fee is required for each application to cover the engineering and administrative expense associated with assessing the Application Inquiry request. This fee is a one time charge per location, per request and must accompany the Application Inquiry document before BellSouth will begin assessing the request. A subsequent request by the same customer in the same premises will be treated as "new" if the initial collocation installation design work is completed and work has commenced. An Application fee will apply if BellSouth must expend capital to accommodate the request.

4.2.2 Subsequent Application Fee

A Subsequent Application fee may apply in lieu of the Application fee when subsequent requests for Physical Collocation by the same customer in the same premises do not require BellSouth to expend capital and the collocater has this option negotiated as part of their collocation agreement with BellSouth. A Subsequent Application fee may apply for items including, but not limited to: exchange of existing equipment, adding equipment, addition of cross-connections (including BellSouth's "side" of the demarcation point), addition of equipment racking.

4.2.3 Floor Space (R)

This component covers the square footage requirements for the equipment rack(s) and POT bay for the equipment arrangement. The square footage calculation of an arrangement having an enclosure equals the total square footage contained within the enclosure walls. When an enclosure is not requested, square footage is calculated by the total shadow print of the equipment racks and POT bay plus a factor of 2.50 to compensate for the collocater's pro-rated share of OSHA required wiring and maintenance aisle space. Should the customer request a specified amount of non-enclosed space, floor space charges will be assessed based upon the number of square footage requested, provided such space is adequate to accommodate the requested equipment layout. BellSouth requires an enclosure if a collocater places power equipment or requires a desk or terminal stand.

Rate Components (cont.)

4.2.3 Floor Space (cont.)

The floor space charge covers items such as, but is not limited to the use of lighting, heating, air conditioning, ventilation, emergency back-up for these systems and other allocated expenses associated with the central office building. Billing commences the day the collocation space is turned over to the collocator for occupancy, or the day equipment is delivered to the BellSouth location, whichever is sooner. The floor space element does not include the amperage required to power collocated equipment.

4.2.4 Power (R)

Charges for -48V DC power is assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B), cable rack to the collocated equipment or equipment arrangement enclosure, and emergency back-up power. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by a BellSouth certified vendor. A collocator may have breaker positions installed within their Physical Collocation space. The Interconnector's certified vendor must provide a copy of the engineering power specification prior to the Commencement Date.

When a collocator requests collocation of equipment that requires BellSouth to construct an addition and/or an upgrade to the power plant in a specific central office, these additions and/or upgrades will be part of the Space Preparation charge. The collocator has the option of accepting responsibility for construction of such upgrades or additions per BellSouth specifications and assuming all costs associated with the construction. Power equipment placed by the collocator must be enclosed within fire rated walls.

4.2.5 Cross-Connect (R)

This element provides the one-for-one interconnection to Unbundled Network Elements (i.e. 2-wire or 4-wire unbundled loop, unbundled ports) or BellSouth's tariffed service offerings (i.e. DS0, DS1 or DS3 services). It is a flat rate, non-distance sensitive charge and applies on a per loop, circuit or port connection basis. The cross-connect has both a non-recurring and recurring charge.

4.2.6 POT Bay (R)

BellSouth requires the use of a Point of Termination (POT) bay or frame for demarcation with physical collocation. The charge applies on a per cross-connect basis on a monthly recurring basis only. There is currently no non-recurring charge for this element.

Rate Components (cont.)

4.2.7 Cable Installation

The cable installation charge applies only to collocators who install private entrance facilities to their collocation arrangement. This is a one time (non-recurring) charge per cable installed to arrange the punch through to the manhole, pull fiber cable length from the serving manhole to the Central Office cable vault, perform splicing to collocator's connectorized fire retardant riser, and pull cable length through cable support structure to the collocation arrangement location.

4.2.8 Cable Support Structure

The component covers the use and maintenance of the Central Office duct, riser and overhead racking structure when the collocator elects to provide private fiber entrance facility to their equipment.

4.2.9 Space Preparation Fee

This one time fee applies for physical collocation only, per arrangement, per location and covers the survey, engineering, design, and building / support system modifications for the shared physical collocation area within a central office plus additional "make ready work" specific to the collocator which is not included in the enclosure construction fee. Except in Georgia where the Commission has set a standard rate per square foot, BellSouth will pro rate the actual common space preparation costs among all collocators at a given central office based on the number of square footage requested per collocator. In states other than Georgia, this charge may vary dependent on the location and type of arrangement requested.

BellSouth will provide the collocator an estimate of construction costs in writing in the Application Response. For arrangements in Georgia, the charge will be calculated by multiplying the amount of enclosed or non-enclosed space designated to the collocator by the per square foot fee set by the Georgia Commission. As designated in the Application Response, a portion of the estimated Space Preparation charge must be paid prior to BellSouth beginning construction work.

Should the customer elect to arrange the add/build of DC power plant, the costs for construction of the power equipment enclosure will be included in the space preparation fee when BellSouth performs the construction. Construction of the power equipment enclosure may be directly arranged with a BellSouth certified contractor. Such enclosure, whether constructed by BellSouth or a contracted vendor, will become the property of BellSouth.

4.2.10 Space Construction Fee

This element applies to physical collocation arrangements only and will vary based on the size of arrangement enclosure requested. The fee covers the materials and installation of an equipment arrangement enclosure. The collocator has the option of accepting responsibility arranging the construction of their equipment arrangement enclosure with a BellSouth certified contractor, per BellSouth specifications, and assuming all costs associated with the

Rate Components (cont.)

4.2.1 Space Construction Fee (cont.)

construction. Enclosures constructed for collocation arrangements will become the property of BellSouth.

4.2.12 Additional Engineering

BellSouth's engineering and other labor time associated with establishing the equipment arrangement and establishing tie cables will be billed as additional engineering. This charge will also apply for modifications to an application in progress which result in architectural, design or engineering changes. Additional engineering charges may apply for work efforts specific to a collocator's space when an enclosure construction charge does not apply.

4.2.12 Security Escort (R)

A security escort is required for all equipment inspections under VEIS. A security escort may be required for physical collocation if the collocator or their agent must traverse a restricted area in order to access their collocation space. The charge is billed in half hour increments.

4.2.13 Administrative reporting

Collocators who request administrative reports will be assessed a report fee on an individual case basis.

PRELIMINARY

SECTION 5

Contacts

Physical Collocation contract negotiation:

Contact Name
Jerry Hendrix

Telephone
404 927-7503

Competitive Access Provider (CAP) and CLEC Applications for Collocation:

<u>Contact Name</u>	<u>Account</u>	<u>Telephone</u>	<u>Fax Number</u>
Nancy Nelson	CIS*	205-321-4986	205-321-5058
Kim Reid	CIS	205-321-4980	205-321-5058
Barbara Hunter	CIS	205-321-4933	205-321-5058
Ruby Neely	CIS	205-321-4978	205-321-5058
Jeanie Ash	MCI/Worldcom	770-492-7541	770-621-0632
Linda Walker	BSLD	770-592-4352	770-592-3453
Tracy Bracknell	AT&T	770-492-7485	770-492-9412
Fran Wilemon	SprintMetro	205-988-1355	205-988-1688
Connie Butrill	Wireless	770-454-2983	205-454-2907
Cindy Woolsey	ACS*	205-321-7177	205-988-6969

*CIS = CLEC Interconnection Sales

*ACS = Access Customer Sales

Accounts not listed:

Contact your Account Representative to obtain the name of your collocation coordinator if not listed above.

To obtain a copy of BellSouth's Application / Inquiry document (2nd Qtr '99):

Contact your Account Representative

or

Visit BellSouth's Interconnect website at:

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12-3-98

RELIMINARY

www.interconnection.bellsouth.com

Example
BellSouth Certified Transmission Vendor List
Engineering and Installation of Collocation Arrangements

<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
ADC Communications	Ken Reeves Doug Guildry	800-223-9773 318-684-2860
ADC Da Tel	Basem Anshasi	205-655-9898
Alcatel	Ed Boatwright Alex Baber	770-270-8335 800-869-4869
E F & I Services Co.	Reed Tillis	904-355-7930
Fujitsu Network Communications, Inc., <i>* Certified - Collocation (OEM) <u>Fujitsu Equipment Only</u></i>	J. Quinta Evans	770-246-4102
Lucent Technologies, Inc.	(SC) Adrian Dye (MS) Larry Montgomery GA) Mike Chancey (NFL) Wayne Stricklen (NC) Abe Jenkins NC) (AL) Marc Haze (S/SEFL) Charles Barrett	803-926-5213 601-949-8277 404-573-6521 407-636-1421 704-529-0693 910-299-0326 334-265-1291 561-837-9649
Mintel	Bill Quinn	770-923-0304
Nortel <i>* Field Trial - Collocation (OEM) Physical Collocation only</i>	Joe Salazar	972-685-7587
Quality Telecommunications, Inc.	Jerry Miller	770-953-1410
Rapid Response Comm.	Ted Pellaux	423-546-2886
Reltec Services	Woody Bell	770-449-0840
Six "R" Comm., Inc.	Ken Koontz or Dick Phillips	704-289-5522
Tele-Tech Company	Rod Trawick	770-389-3043
Telpro Technologies, Inc.	Robert West, Jr.	404-629-1093
Trans Global Comm.	Dale White	407-290-1453
Volt Information Science	George Maquieira	908-245-0100
W. E. Tech, Inc.	Wes Evans	954-587-6996

Note:

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified Vendor is temporarily unavailable for collocation selection.

PRELIMINARY

**Example
BellSouth Certified Switch Vendors
Engineering and Installation for Physical Collocation**

<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
DSC Corporation (STP)	John Mastoras	214-491-1870
Ericsson(STP)	Karen A Caulk	972-583-5158
Fujitsu Network Communications, Inc. Certified – Collocation (OEM) Broadband	J. Quinta Evans	770-246-4102
Lucent Technologies, Inc.	(SC) Adrian Dye	803-926-5213
	(MS) Larry Montgomery	601-949-8277
	(GA) Mike Chancey	404-573-6521
	(NFL) Wayne Stricklen	407-636-1421
	(NC) Abe Jenkins	704-529-0693
	(NC)	910-299-0326
	(AL) Marc Haze	334-265-1291
	(S/SEFL) Charles Barrett	561-837-9649
Nortel	Margaret Skeen	770-661-4303
Siemens Stromberg – Carlson	Manfred Schmidtk Installation	407-942-5665
	Karl Hoskins Engineering	561-955-8621

Note:

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified Vendor is temporarily unavailable for collocation selection.

PRELIMINARY

Example
BellSouth Certified Power Vendors
Engineering and Installation for Physical Collocation

Note: Installation of Power equipment requires special BellSouth conditions and approval.

<u>Vendor</u>	<u>Contact</u>	<u>Phone</u>
Charles E. Singleton	Sam Wetzel	305-960-0158
Reltec Services	Bob Dietz	216-353-2070
Six R Communications	Ken Kootnz	704-535-7607
Lucent Technologies, Inc.	(SC) Adrian Dye	803-926-5213
	(MS) Larry Montgomery	601-949-8277
	(GA) Mike Chancey	404-573-6521
	(NFL) Wayne Stricklen	407-636-1421
	(NC) Abe Jenkins	704-529-0693
	(NC)	910-299-0326
	(AL) Marc Haze	334-265-1291
	(S/SEFL) Charles Barrett	561-837-9649

Note:

The certification status of any listed vendor is subject to change monthly, therefore please ensure you have current information by contacting your BellSouth Collocation Coordinator. @This indicates a Certified Vendor is temporarily unavailable for collocation selection.

SECTION 6

Exhibits

Example Letter: Request for Negotiations

(Date)

Mr. Jerry Hendrix
Director - Marketing Interconnection Services
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, N.E.
Room 34S91
Atlanta, Georgia 30375

Dear Mr. Hendrix:

(Company name) hereby requests to begin the negotiation process to reach a mutually acceptable Physical Collocation Agreement with BellSouth Telecommunications, Inc. in the state(s) of _____.

Please contact (name of your contact) at your earliest convenience to establish the appropriate company contacts and the desired procedural schedule necessary to implement the negotiation process.

Sincerely,

Contact Name and Title

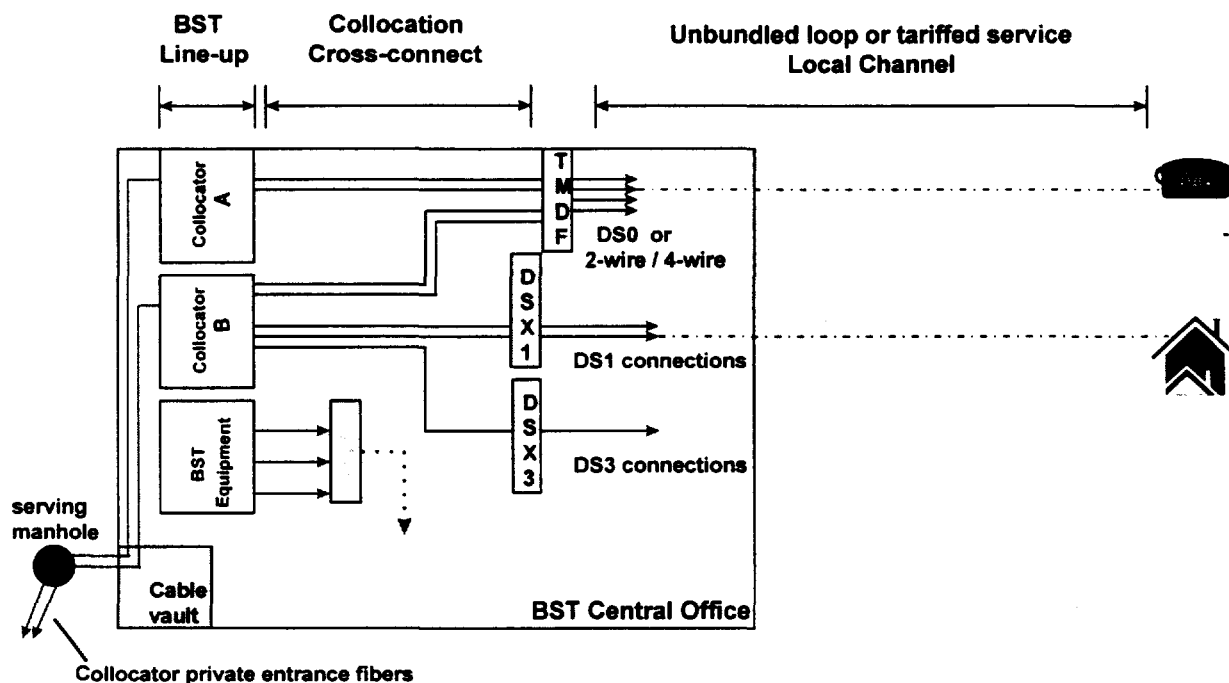
Company Name and Address

Contact Phone Number, Fax Number

Exhibits

Virtual Collocation Example Schematic

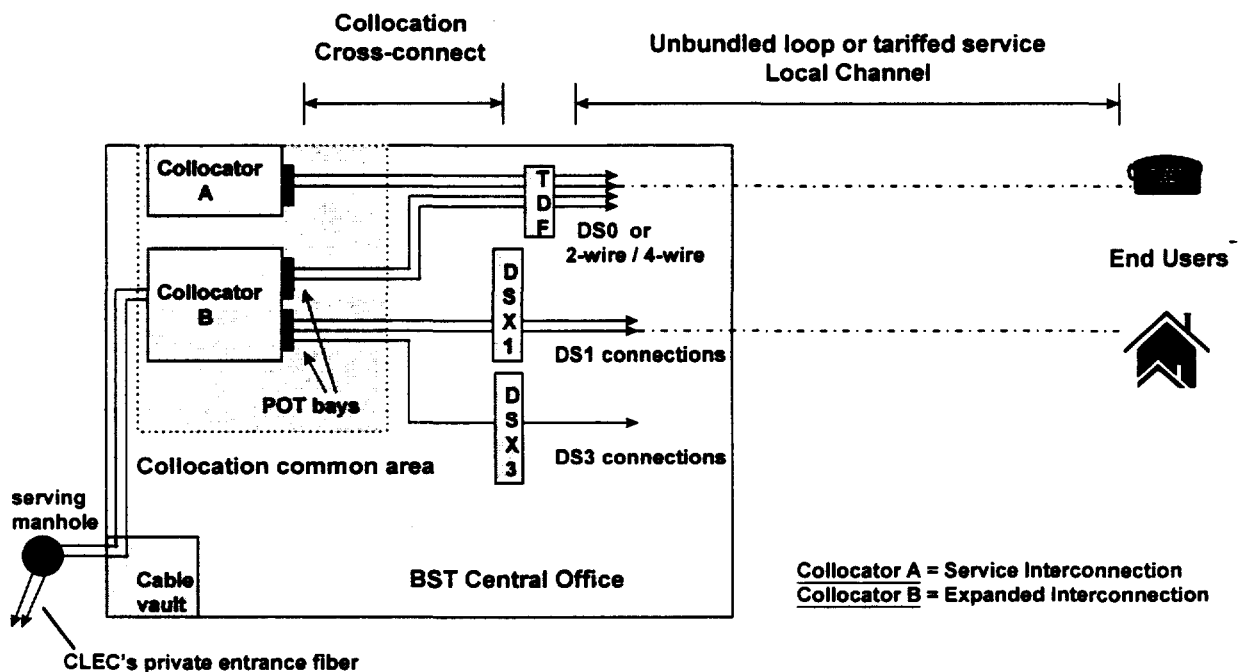
This schematic shows the placement of the Virtual Collocation equipment within the BellSouth line-up. The interconnection point between the collocator's equipment arrangement and BellSouth's network occurs at the frame (TMDF) or DSX (DSX1 or DSX3), depending on the service being interconnected. The "local channel" is shown as an example of the type of connection which can be made between a collocation arrangement and BellSouth's network but does not constitute the only option for such interconnection.



Exhibits

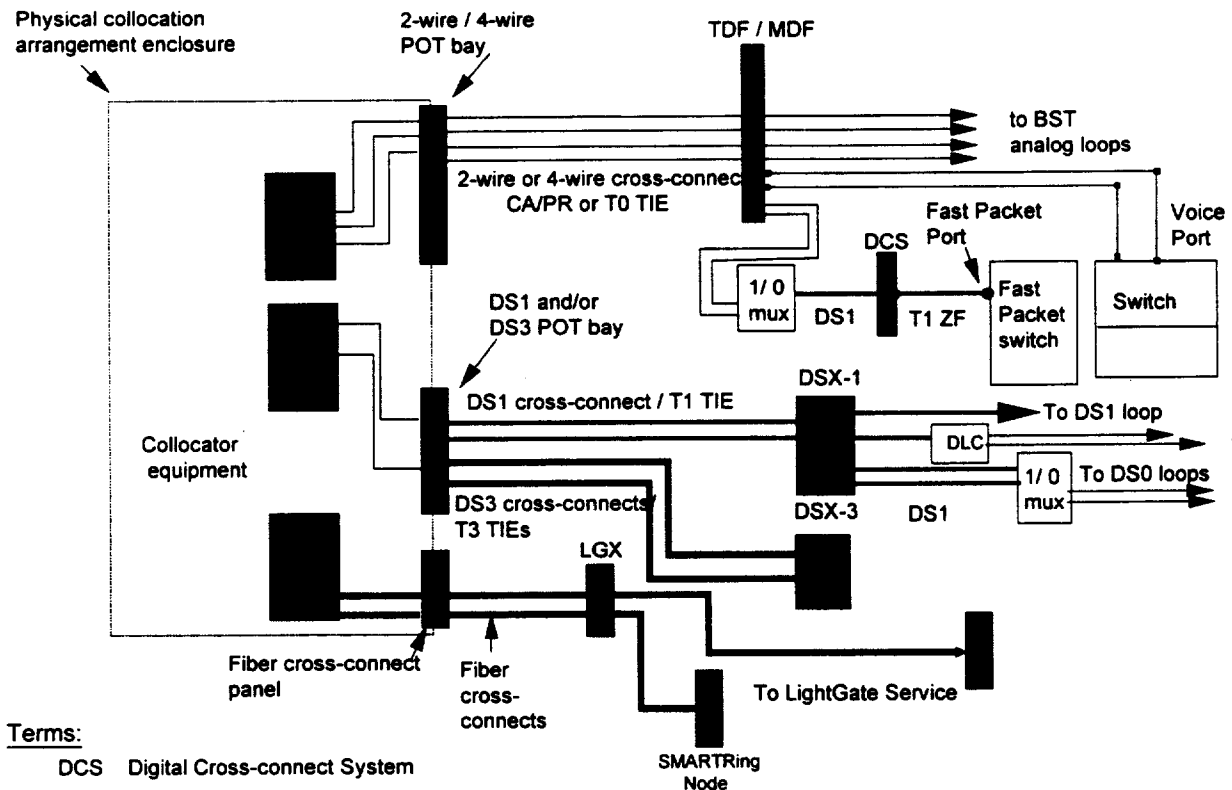
Physical Collocation Example Schematic

The example below illustrates the two types of Physical Collocation offered by BellSouth: Service Interconnection with Collocator "A" and Expanded Interconnection Service with Collocator "B". This Schematic shows the POT bay interconnection point between the collocator's equipment arrangement and BellSouth's network. The "local channel" is shown as an example of the type of connection which can be made between a collocation arrangement and BellSouth's network.



Exhibits

Example Cross-connection Schematic Physical Collocation



Terms:

- DCS Digital Cross-connect System
- DLC Digital Loop Carrier (loop concentrator)
- LGX Light Guide Cross-connect
- MDF Main Distributing Frame
- TDF Toll Distributing Frame

PRELIMINARY

Exhibits

Available upon request:

BellSouth Standard Collocation Agreement

BSTEI Ordering Documents and Line by Line Instructions

BellSouth Provisioning Process Flow Diagram

Consideration of Environmental Conditions Guidelines

*** See the contacts located in Section 5 to obtain copies of the above.**